or no evidence; doubt; mistrust; and so the adjective term *suspicious*, descriptive of the quality or condition of a person, as well the party suspecting as the party suspected, is defined, as apt to imagine with little or no reason; distrustful; liable or open to suspicion; exciting suspicion; giving reasons or grounds to suspect or imagine ill. . . . .

"A suspicious character, however, does not constitute crime, nor does it justify the government in treating the party having such reputation as a criminal, without connecting him with some criminal act or conduct. . . . .

"It would seem to be clear that the offense as described in the statute, and in the information, is not such as will justify seizure and imprisonment of the party accused. Under the Constitution of the United States, Articles IV and VIII of the Amendments, every person is intended to be secure in his person against unreasonable searches and seizures, and against cruel and unusual punishments; and it would clearly be a cruel and unnatural punishment to impose fine and imprisonment upon a party, because he might happen to be regarded by some persons as a *suspicious person*, without anything more."

VOLUNTARY CONVEYANCES—"VOID AND VOIDABLE"—SUBSEQUENT CONSIDERATION.—Recurring to the editorial note in the REGISTER for February, 1900 (page 709), on the case of *Taylor* v. *Mallory*, reported in 96 Va. 18, a correspondent sends us a note of a decision of the Chancery Court of the city of Richmond, made in 1894, in the case of *Norris* v. *Jones*. The case went to the Supreme Court of Appeals, where the decision was affirmed; it is reported in 93 Va. 176, and in 2 Va. Law Reg. 96. The following extracts from the opinion of Judge Lamb, who decided the case in the Chancery Court, throw some light on the general subject of voluntary conveyances, and are of additional interest when read in connection with the criticisms published in 2 Va. Law Reg. 241, by the late R. G. H. Kean, on the decision of the case in the Supreme Court of Appeals. Judge Lamb said:

1. I am of opinion that the word "void," used in sec. 2459, Code 1887, which declares that "every gift, &c., which is not upon consideration deemed valuable in law . . . . shall be *void* as to creditors whose debts shall have been contracted at the time it was made," must be construed as used in the sense of "voidable." Such was the meaning given to the word "void" at common law when used in connection with voluntary conveyances. See *Hutchison* v. *Kelly*, 1 Rob. 131; *Huston* v. *Cantril*, 11 Leigh 142.

The statute was first enacted at the revisal of 1849 to set at rest a question which had been much discussed in the cases above cited, and in other Virginia cases on the same subject. In that discussion Judge Baldwin and other judges had held to the opinion that a voluntary conveyance (the grantor being indebted at the time) was only *prima facie* void as to such debts, and might be made valid, or the presumption repelled, by reference to the motives and circumstances of the grantor at the time of its execution. On the other hand, Judge Stanard maintained that such a conveyance was constructively fraudulent as to such debts, and that the legal presumption of fraud could not be repelled by showing the motives and circumstances of the grantor.

In all those cases the word "void" was always used in the sense of voidable,

and therefore I think that the rule of construction requires that the legislature shall be taken to have used it in that sense. 1 Tucker Com., p. 13; Endlich on Statutes, secs. 3, 127. See also Waite on Fraudulent Conveyances, secs. 317, 408, 445.

In *Johnston* v. *Gill*, 27 Gratt, 587, 592, Judge Staples says of the statute:

"This provision excludes all inquiry into the motives and circumstances of the grantor; it adopts the views of Judge Stanard in *Hutchison* v. *Kelly*, 1 Rob. 131 [and, he might have added, in *Hunters* v. *Waite*, 3 Gratt. 25], and of Ch. Kent in *Reade* v. *Livingston*, 3 John Ch. R. 481, 500, that if the grantor be indebted at the time of the voluntary settlement, it is presumed to be fraudulent in respect to such debts; and no circumstances will permit those debts to be affected by the settlement, or repel the legal presumption of fraud. The effect of the statute is to disable the debtor from making any voluntary settlement of his estate to stand in the way of his creditors whose debts were contracted at the time."

It must be borne in mind that the "circumstances" here referred to are such as surrounded the grantor at the time of the execution of the deed, not such as may have arisen subsequently. The true rule is thus clearly stated in *Hageman* v. *Buchanan*, 45 N. J. Eq. 292, 14 Am. St. Rep. 732, 733:

"Neither the motive which induced the deed, nor the solvency of the grantor at the time of its execution, nor any other circumstances which might bear upon the *bona fides* of the parties to the conveyance, is important."

2. I am further of opinion that a deed which is voidable merely—which is merely constructively fraudulent—may be rendered valid by matter *ex post facto*, and will be allowed to stand as security for what is justly due to the grantee, or for advances made subsequently to its execution. *Henderson* v. *Hunton* 26 Gratt. 826, 934, *et seq*, and cases cited; *Huston* v. *Cantril*, 11 Leigh 142; Waite Fraud. Conv. sec. 192, etc.

3. I am further of opinion that in the case of a conveyance merely voluntary, where the evidence shows an entire absence of any fraudulent intent, if the grantee (before the creditors of the grantor bring suit or take any steps to set aside the conveyance) restore the property to the grantor, or in good faith pay *bona fide* debts of the grantor, or if the grantee make an advancement or loan to the grantor so closely connected with the original conveyance by time or by circumstances as to make it probable that the latter was an inducement to the former, equity will hold the grantee acquitted, in whole or in part, accordingly as the property restored, or the debt paid, or the advancement or loan, is greater or less than the original gift. I think that this follows as a necessary consequence from the principle above laid down. See the cases cited in *Henderson* v. *Hunton*, *supra*, at p. 934, *et seq.*; see also *Hutchins* v. *Sprague*, 4. N. H. 477; *Huston* v. *Cantril*, *supra*.

EXTRATERRITORIAL SERVICE OF PROCESS.—In *Roller* v. *Holly*, 20 Sup. Ct. 410, February 26, 1900, it was held by the Supreme Court of the United States that personal service on non-residents, outside of the jurisdiction of the court, may be sufficient in a suit brought *to foreclose a lien upon land within the State;* but it was also held, that five days' notice to a non-resident defendant, where four days of constant traveling was necessary to reach the court, was insufficient.

Mr. Justice Brown in delivering the opinion of the court stated the question in dispute to be "whether a notice served upon the plaintiff in Rockingham county,